

RECORDATION NO. 13001 Filed 1425

MAR 26 1981 - 12 10 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th Street and Constitution Avenue, N. W.
Washington, DC 20423

Attention: Secretary

Gentlemen:

March 23, 1981

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INTERSTATE COMMERCE COMMISSION

No. 1-0854050

Date: MAR 26 1981

Fee \$ 20.00

Washington, D. C.

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INTERSTATE COMMERCE COMMISSION

Enclosed herewith for filing and recording, pursuant to 49 U.S.C. §11303, are one original and seven conformed copies of the following:

1. Conditional Sale Agreement dated as of January 1, 1981, between Thrall Car Manufacturing Company and Wells Fargo Equipment Leasing Corporation;
2. Agreement and Assignment dated as of January 1, 1981, between Thrall Car Manufacturing Company and The First National Bank and Trust Company of Oklahoma City, as Agent;
3. Lease of Railroad Equipment dated as of January 1, 1981, between Wells Fargo Equipment Leasing Corporation and Oklahoma Gas and Electric Company; and
4. Assignment of Lease and Agreement dated as of January 1, 1981, between Wells Fargo Equipment Leasing Corporation and The First National Bank and Trust Company of Oklahoma City, as Agent.

The foregoing documents relate to the purchase and financing of:

- 30 100-ton coal hopper cars (Car Nos. OGEX 1153-1182, both inclusive).

Enclosed is our check in the amount of \$100 in payment of the applicable recording fees.

Please deliver all conformed copies (other than copies to be retained by the Interstate Commerce Commission), each bearing

RECEIVED
MAR 26 12 05 PM '81
FEE CERTIFICATION

(1) Enclosed

Interstate Commerce Commission
March 23, 1981
Page 2

recordation data with respect to the filing pursuant to the provisions of 49 U.S.C. §11303, to the bearer of this letter.

For your records, the names and addresses of the parties to the several instruments are as follows:

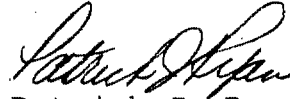
The First National Bank and Trust Company *agent*
of Oklahoma City, as Agent
P. O. Box 25189
Oklahoma City, OK 73125
Attention: Corporate Trust Department

Wells Fargo Equipment Leasing Corporation *Vendor*
425 California Street
San Francisco, CA 94104
Attention: Contract Administration

Thrall Car Manufacturing Company *Vendor*
P. O. Box 218
Chicago Heights, IL 60401
Attention: Mr. John P. Lynch
Vice President - Sales

Oklahoma Gas and Electric Company *Lessee*
P. O. Box 321
Oklahoma City, OK 73101
Attention: Vice President & Treasurer

Very truly yours,



Patrick J. Ryan
Vice President and Treasurer

PJR:jst
Enclosures

13001-C

RECORDATION NO. _____ FILED 1426

MAR 26 1981 -12 10 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE AND AGREEMENT

Dated as of January 1, 1981

between

WELLS FARGO EQUIPMENT LEASING CORPORATION

and

THE FIRST NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY,

as Agent

ASSIGNMENT OF LEASE AND AGREEMENT dated as of January 1, 1981 (hereinafter called the Assignment) between WELLS FARGO EQUIPMENT LEASING CORPORATION (hereinafter together with its successors and assigns, called the Vendee) and THE FIRST NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY, as Agent (hereinafter together with its successors and assigns, called the Assignee) under the Participation Agreement dated as of the date hereof (hereinafter called the Participation Agreement).

WHEREAS, the Vendee and THRALL CAR MANUFACTURING COMPANY (hereinafter called the Builder) have entered into a Conditional Sale Agreement dated as of the date hereof (hereinafter called the Conditional Sale Agreement) covering the construction, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Vendee of the railroad equipment described in Annex A to the Conditional Sale Agreement (hereinafter called the Equipment);

WHEREAS, the Builder and the Assignee have entered into an Agreement and Assignment dated as of the date hereof (hereinafter called the Conditional Sale Assignment) assigning to the Assignee the right, security title and interest of the Builder under the Conditional Sale Agreement as security for the payment of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement);

WHEREAS, the Vendee and OKLAHOMA GAS AND ELECTRIC COMPANY (hereinafter called the Lessee) have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter called the Lease) providing for the lease to the Lessee of the Equipment; and

WHEREAS, in order to provide further security for the payment of the Conditional Sale Indebtedness and as an inducement to the Investor (as defined in the Participation Agreement) to invest in the Conditional Sale Indebtedness, the Vendee has agreed to assign for security purposes certain of its rights in, to and under the Lease to the Assignee;

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration paid by the Assignee to the Vendee, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

SECTION 1. The Vendee hereby assigns, transfers and sets over unto the Assignee, its successors and assigns, as collateral security for the payment and performance of the obligations of the Vendee under the Conditional Sale Agreement, all the Vendee's right, title and interest (other than the rights of the Vendee pursuant to Section 23 of the Lease regarding the cure of certain Events of Default under the

Lease) as lessor under the Lease, including, but not limited to, the immediate right to receive and collect all rentals and other sums payable to or receivable by the Vendee under or pursuant to the provisions of the Lease, whether as rent, casualty payment, termination payment, indemnity, liquidated damages or otherwise (such moneys being hereinafter called the Payments), it being expressly understood and agreed by the Assignee that such assignment of the Payments shall not thereby increase the amount of funds applicable to the payment or prepayment of the Conditional Sale Indebtedness or interest or premium, if any, thereon as provided in the last paragraph of Article 4 of the Conditional Sale Agreement; and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease and to do any and all other things whatsoever which the Vendee as lessor is or may become entitled to do under the Lease; provided, however, that the term Payments shall not include and no assignment is made hereby of the right of the Vendee to receive from the Lessee the reimbursements for taxes and other items pursuant to Section 6 of the Lease and the indemnification payments pursuant to the penultimate paragraph of Section 10 of the Lease or the right of the Vendee to receive payments under the Indemnity Agreement entered into as of the date hereof between the Vendee and the Lessee. In furtherance of the foregoing assignment and transfer, the Vendee hereby authorizes and empowers the Assignee, in the Assignee's own name or in the name of the Assignee's nominee, or in the name of or as attorney hereby irrevocably constituted for the Vendee as lessor, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Lessee with the terms and agreements on its part to be performed under the Lease.

The Assignee agrees to accept any Payments made by the Lessee for the account of the Vendee as lessor pursuant to the Lease and to acknowledge receipt of such payments, subject to the Vendee's right to receive certain payments directly as above provided. To the extent received, the Assignee will apply such Payments to satisfy the obligations of the Vendee under the Conditional Sale Agreement, subject to the limitations contained in the last paragraph of Article 4 of the Conditional Sale Agreement, and any balance shall be paid to the Vendee on the same date such Payment is applied to satisfy such obligations of the Vendee by bank wire to the Vendee of immediately available federal funds at such address as may be specified to the Assignee in writing, and such balance shall be retained by the Vendee unless an Event of Default, as defined in the Lease, exists or with notice, demand or a lapse of time would exist. If the Assignee shall not receive any rental payment under the first paragraph of Section 3 of the Lease when due, the Assignee shall notify the Vendee at the address set forth in the Lease.

SECTION 2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the liability of the Vendee under the Lease, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment, all obligations, if any, of the Vendee to the Lessee shall be and remain enforceable by the Lessee only against the Vendee or persons other than the Assignee.

SECTION 3: To protect the security afforded by this Assignment, the Vendee further agrees as follows:

(a) the Vendee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by the Vendee (other than any act or omission in respect of which the Lessee has assumed responsibility under the Lease); and, without the express written consent of the Assignee, the Vendee will not anticipate the rents under the Lease or waive, excuse, condone, forgive, or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee, including, but not limited to, the obligation to pay the rentals in the manner and at the times and place specified therein, or enter into any agreement amending, modifying or terminating the Lease; and the Vendee agrees that any amendment, modification or termination thereof without such consent shall be void;

(b) at the Vendee's sole cost and expense (subject to Article 22 and the last paragraph of Article 4 of the Conditional Sale Agreement), the Vendee will appear in and defend every action or proceeding arising under, growing out of or in any manner connected with the obligations, duties or liabilities of the Vendee under the Lease if such action or proceeding shall arise out of the willful misconduct or gross negligence of the Vendee; and

(c) should the Vendee fail to make any payment or to do any act which this Assignment requires the Vendee to make or do, then the Assignee may (but shall not be obligated), after first making written demand upon the Vendee and affording the Vendee a reasonable period of time within which to make such payment or do such act, and without releasing the Vendee from any obligation hereunder or under the Lease, make such payment or do such act in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including, but not limited to, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or

powers of the Assignee and also the right to perform and discharge each and every obligation, covenant and agreement of the Vendee contained in the Lease. In exercising any such powers, the Assignee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Vendee will reimburse the Assignee for such costs, expenses and fees.

SECTION 4. Upon the full discharge and satisfaction of all the Vendee's obligations under the Conditional Sale Agreement, this Assignment and all rights herein assigned to the Assignee shall terminate, and all estate, right, title and interest of the Assignee in and to the Lease shall revert to the Vendee. The Assignee hereby agrees that it will, at the request of the Vendee or its successors or assigns, make, execute and deliver all such instruments of assignment, transfer, and assurance and do such further acts and things as may be necessary and appropriate to give effect to the terms of this Assignment and the reversion of all estate, right, title and interest of the Assignee in and to the Lease.

SECTION 5. The Vendee represents and warrants that (a) the Conditional Sale Agreement, the Conditional Sale Assignment, the Lease, the Participation Agreement and this Assignment have each been duly authorized, executed and delivered by the Vendee and, assuming the due authorization, execution and delivery by each of the other party or parties hereto and thereto, each is and will remain the valid and binding obligation of the Vendee enforceable in accordance with its respective terms, subject only to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally; (b) the Vendee has not executed any other assignment of the Conditional Sale Agreement or the Lease and its right to receive all payments under the Lease is and will continue to be free and clear of any and all liens, charges, security interests or other encumbrances (except this Assignment) created, incurred, assumed or suffered as a result of any act or omission on the part of the Vendee (other than any act or omission in respect of which the Lessee has assumed responsibility under the Lease), and the Vendee has not received any advance rental payment under the Lease; and (c) to the best knowledge of the Vendee, it has performed all obligations on its part to be performed under the Lease on or prior to the date hereof and there has not occurred on or prior to the date hereof any Event of Default as defined in the Lease or any event which, with notice, demand or lapse of time would constitute an Event of Default.

SECTION 6. The Assignee may, but only in accordance with the provisions of the Participation Agreement and the

Conditional Sale Agreement, assign all or any of its rights under the Lease, including the right to receive any Payments due or to become due thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving by the Assignee of written notice of such assignment to the Vendee and the Lessee, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 7. The Vendee hereby agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be, including the execution and acknowledgment of any instrument necessary or appropriate to file, record, register or deposit this Assignment or notice hereof.

SECTION 8. The Vendee shall cause copies of all notices received in connection with the Lease to be promptly delivered to the Assignee at its address set forth in Article 21 of the Conditional Sale Agreement, or at such other address as the Assignee shall designate in writing. The Assignee shall give immediate notice by telegram, promptly confirmed in writing, to the Vendee of any default by the Lessee described in clauses (A) and (B) of Section 11 of the Lease and of any other default by the Lessee described in such Section 11 of which the Assignee, in its Corporate Trust Department, has actual knowledge.

SECTION 9. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. §11303 and such additional rights arising out of the filing, recording, registering or depositing, if any, of the Lease or this Assignment as shall be conferred by the laws of the several jurisdictions in which the Lease or this Assignment shall be filed, recorded, registered or deposited.

SECTION 10. The Assignee hereby agrees with the Vendee that the Assignee will not, so long as no event of default under the Conditional Sale Agreement or Event of Default under the Lease, or any event which with notice, demand or lapse of time could constitute an event of default under the Conditional Sale Agreement or an Event of Default under the Lease, has occurred and is continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits

assigned and transferred by the Vendee to the Assignee by this Assignment, except the right to receive and apply the Payments as provided in Section 1 hereof, and that, subject to the terms of the Lease and the Conditional Sale Agreement, the Vendee may, so long as no event of default under the Conditional Sale Agreement or Event of Default under the Lease has occurred and is continuing, exercise or enforce, or seek to exercise or enforce or avail itself of, such rights, powers, privileges, authorizations or benefits.

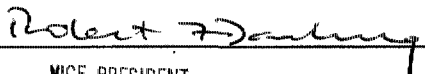
SECTION 11. Notwithstanding any other provision of this Assignment: (a) the terms of this Assignment shall not impose any obligations on the Vendee in addition to the obligations of the Vendee under the Lease or under the Conditional Sale Agreement or in any way limit the effect of the last paragraph of Article 4 of the Conditional Sale Agreement and (b) so long as there is no event of default under the Conditional Sale Agreement or an event which with notice, demand or lapse of time would constitute an event of default thereunder, the terms of this Assignment shall not limit or in any way affect the Vendee's right to receive and collect any Payments under the Lease in excess of the obligations of the Vendee under the Conditional Sale Agreement, or empower the Vendee in any way to waive or release the Lessee's obligation to pay such excess amounts, and the Vendee shall continue to be empowered to ask, demand, sue for, collect and receive any and all of such excess amounts.

SECTION 12. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Assignee shall be deemed to be the original counterpart. Although this Assignment is dated as of January 1, 1981 for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Assignment to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

WELLS FARGO EQUIPMENT LEASING
CORPORATION

By 
Sr. Vice President


VICE PRESIDENT


(CORPORATE SEAL)

Attest:


Assistant Secretary

THE FIRST NATIONAL BANK AND
TRUST COMPANY OF OKLAHOMA CITY

By John H. Brown
Vice President

(CORPORATE SEAL)

Attest:

David E. St
Assistant Secretary
NOTICE OFFICER

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) SS.

On this 18th day of March, 1981, before me personally appeared John H. Brown, to me personally known, who, being by me duly sworn, said that he is a Vice President of The First National Bank and Trust Company of Oklahoma City, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ruth Ann Chappin
Notary Public

(NOTARIAL SEAL)

My commission expires

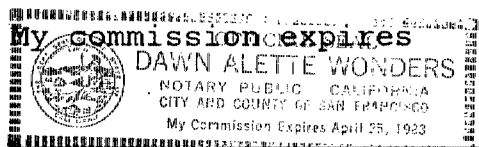
September 23, 1984

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) SS.

On this 23rd day of March, 1981, before me personally appeared RONALD E. DEAN & ROBERT F. DARLING, to me personally known, who, being by me duly sworn, said and that he is a Vice President of Wells Fargo Equipment Leasing Vice Pres. Company, that one of the seals affixed to the foregoing respectively instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dawn Alette Wonders
Notary Public

(NOTARIAL SEAL)



CONSENT AND AGREEMENT

The undersigned, OKLAHOMA GAS AND ELECTRIC COMPANY (hereinafter called the Lessee), the lessee named in the Lease (hereinafter called the Lease) referred to in the foregoing Assignment of Lease and Agreement (hereinafter called the Lease Assignment), hereby, as of the 1st day of January, 1981 (a) acknowledges receipt of a copy of the Lease Assignment and (b) consents to all the terms and conditions of the Lease Assignment and agrees that so long as said Lease Assignment is effective:

(1) it will pay all rentals, casualty payments, liquidated damages, indemnities and other moneys provided for in the Lease due and to become due under the Lease directly to The First National Bank and Trust Company of Oklahoma City, as Agent (hereinafter called the Vendor), the assignee named in the Lease Assignment, by bank wire transfer of immediately available federal funds to The First National Bank and Trust Company of Oklahoma City, P. O. Box 25189, Oklahoma City, Oklahoma 73125, for credit to the Agent's Account No. 63-0520-99, attention John Brown, with a notification that the payment or deposit is "Re: OG&E 1981-1" (or at such other address as may be furnished in writing to the Lessee by the Vendor);

(2) the Vendor shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by the Lessee under the Lease as though the Vendor were named therein as the Lessor;

(3) the Vendor shall not, by virtue of the Lease Assignment, be or become subject to any liability or obligation under the Lease or otherwise; and

(4) the Lease shall not, without the prior written consent of the Vendor, be terminated (except as expressly permitted by the terms thereof) or modified, nor shall any action be taken or omitted by the Lessee the taking or omission of which might result in an alteration or impairment of the Lease or the Lease Assignment or this Consent and Agreement or of any of the rights created by any thereof.

This Consent and Agreement, when accepted by the Vendor by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of

Illinois and for all purposes, shall be construed in accordance with the laws of said State.

OKLAHOMA GAS AND ELECTRIC
COMPANY

By

W. J. Sullivan
Vice President

(Corporate Seal)

Attest:

Patricia Kelley
Secretary

The foregoing Consent and Agreement is hereby accepted,
as of the 1st day of January, 1981.

THE FIRST NATIONAL BANK AND
TRUST COMPANY OF OKLAHOMA CITY

By

John H. Brown
Vice President

(Corporate Seal)

Attest:

David Est
TREASURER